



**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

2 Coral Circle • Monterey Park, CA 91755
323.890.7001 • TTY: 323.838.7449 • www.lacdc.org



Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

September 26, 2006

Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**APPROVAL OF PURCHASE AND SALE AGREEMENT AND BUSINESS LOAN
AGREEMENT WITH THE GREATER MOUNT SINAI MISSIONARY BAPTIST
CHURCH NO. 2 FOR PROPERTY IN THE WILLOWBROOK COMMUNITY
REDEVELOPMENT PROJECT AREA (2) (3 Vote)**

**IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE
COMMUNITY DEVELOPMENT COMMISSION, AFTER THE PUBLIC HEARING:**

1. Find that the sale of the Commission-owned property located at 12329 South Wilmington Avenue (Property) in the Willowbrook Community Redevelopment Project (WCRP) Area is exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because the activity will not have the potential for causing a significant effect on the environment.
2. Approve and authorize the Executive Director of the Community Development Commission to execute the attached Purchase and Sale Agreement and Business Loan Agreement (Agreements), presented in substantially final form, and any related documents, to sell the Property to the Greater Mount Sinai Missionary Baptist Church No. 2 (Buyer), for the purchase price of \$270,000, for expansion of community-based and outreach programs in the WCRP Area, to be effective following approval as to form by County Counsel and execution by all parties.

3. Approve a loan in the amount of \$220,000, with an annual interest rate of five and one-half percent for a term of nine years and six months between the Community Development Commission and the Buyer to be secured by a first deed of trust on the Property, and authorize the Executive Director to execute the Agreements, and any related documents, to be effective after approval as to form by County Counsel and execution by all parties.
4. Authorize the Executive Director to incorporate all proceeds received from the sale of the Property, including repayment of principal and interest on the loan ~~to the Buyer~~, into the Commission's approved Fiscal Year 2006-2007 budget and subsequent fiscal year budgets until the loan is fully repaid and allocate the program income to the Second Supervisorial District for redistribution of funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to approve the sale of the Property to the Buyer, which will allow for the expansion of community-based and outreach programs designed to assist youth, adults, and senior citizens.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The Commission acquired the Property, as improved, for \$22,000 in 1978 using Community Development Block Grant (CDBG) funds. Under the proposed Agreements, the Buyer will purchase the improved Property from the Commission for a fair market value of \$270,000, as determined by an independent, current appraisal.

The Buyer is to make a down payment of \$50,000. The Commission will provide a loan in the amount of \$220,000 at an annual fixed interest rate of five and one-half percent, payable quarterly, for a term of nine years and six months. The loan will be secured by a first deed of trust on the Property. All proceeds received from the sale of the Property, including repayment of principal and interest on the loan ~~to the Buyer~~, shall become program income and are to be incorporated into the Commission's Fiscal Year 2006-2007 budget and subsequent fiscal year budgets until the loan is fully repaid. The program income is to be allocated to the Second Supervisorial District for redistribution of funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On September 15, 1977, the Board of Supervisors adopted the WCRP Redevelopment Plan, which calls for the provision of land for recreational, community, educational and

commercial facilities and services to meet the needs of the WCRP Area. As part of this effort, in 1978 the Commission acquired the 7,380 square-foot Property, consisting of a one-story office building, for the purpose of providing office space for Commission staff and for the local Project Area Committee.

The Buyer owns a 3,646 square foot church located on a 4,826 square-foot lot adjacent to the Property. Under the Agreements, the Buyer will purchase the Property from the Commission to expand its community-based programs and outreach functions.

Section 33431 of the Health and Safety Code of California Community Redevelopment Law requires a public hearing before the Commission may convey property in a redevelopment area without public bidding. In accordance with Section 33431, notice of the public hearing was published once a week for two weeks in a newspaper of general circulation in the County of Los Angeles and the community prior to the public hearing.

The Agreements, and any related documents, will be effective following approval as to form by County Counsel and execution by all parties.

ENVIRONMENTAL DOCUMENTATION:

Pursuant to Title 24 of the Code of Federal Regulations, Section 58.35 (a)(5), this action is excluded from the National Environmental Policy Act (NEPA) because it involves activities that will not alter existing environmental conditions.

This action is exempt from the California Environmental Act (CEQA), pursuant to State CEQA Guidelines 15061 (b)(3) because it is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT PROJECT:

Approval of the above Agreements and conveyance of the Property will provide land for community-based and outreach programs in the local WCRP Area community.

Respectfully submitted,


 CARLOS JACKSON
Executive Director

Attachments: 2

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2006, by and between the **COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES**, a public body corporate and politic ("Grantor"), and **THE GREATER MOUNT SINAI MISSIONARY BAPTIST CHURCH No. 2**, a California non-profit organization ("Grantee"). Based upon the mutual consideration provided for herein, Grantor and Grantee agree as follows:

RECITALS

This Agreement is made with respect to the following facts which each party agrees are true and correct:

- A. Grantor is the owner of a certain parcel of real property consisting of that property described by Exhibit A attached hereto and incorporated into this Agreement as if set forth in full (hereinafter referred to as the "Property").
- B. Grantor desires to convey the Property to the Grantee, and the Grantee desires to acquire the Property and accept it from Grantor, for the consideration and on the terms and conditions hereinafter set forth.
- C. Grantee agrees to pay Grantor the market value of TWO HUNDRED SEVENTY THOUSAND DOLLARS (\$270,000) for the Property. Grantee shall make a down payment of \$50,000. Grantor will make a loan in the amount of \$220,000 at an annual fixed interest rate of five and one-half percent, payable quarterly for a term nine years and six months to be secured by a first deed of trust on the Property.

AGREEMENT

The terms and conditions of this Agreement are as follows:

- 1. Conveyance. Grantor shall convey the Property to Grantee by Quitclaim Deed attached hereto as Exhibit B and incorporated into this Agreement as if set forth in full, upon approval by the Board of Commissioners of the Community Development Commission of the County of Los Angeles, subject to: (a) all taxes, interest, penalties and assessments of record, if any; and (b) covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- 2. Proceeds Due. Grantee agrees to pay Grantor the market value of Two hundred seventy thousand dollars (\$270,000) for the Property as follows: Grantee will make a down payment of \$50,000. Grantor will make a loan in the amount of \$220,000 at an annual fixed interest rate of five and one-half percent, payable

quarterly for a term of nine years and six months. The loan will be secured by a first deed of trust on the Property.

3. Condition of the Property. Grantee acknowledges that Grantee is purchasing the Property in an "as is" condition, solely in reliance on Grantee's own investigation, and that no representation or warranties of any kind whatsoever, express or implied, have been made by Grantor, or Grantor's agents. Grantee and its delegated agents, experts or contractors, shall have the right to enter upon the Property to inspect its condition in accordance with the License Agreement attached hereto as Exhibit C and incorporated into this Agreement as if set forth herein in full. Such inspections may include, but not be limited to, inspections for the presence of contaminated materials, toxic or hazardous substances, and asbestos. Grantor agrees to cooperate in good faith with Grantee's efforts to conduct its investigation of the Property. Furthermore, Grantee, in its sole discretion, may unilaterally terminate this Agreement during this 30-day inspection period, without incurring any liability to Grantor, if Grantee's inspection of the Property reveals conditions, which may make its acquisition undesirable or economically infeasible to Grantee. Grantee shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos on the Property, if any.

Grantee also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Grantee agrees to acquire the Property in that condition.

Grantee may unilaterally terminate this Agreement, without incurring any liability to Grantor, if there is any cloud on title to the Property which prevents Grantor from conveying to Grantee marketable title to the Property, free and clear of any encumbrances.

4. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or purported to be executed between the parties prior to the date hereto, the provisions contained in this Agreement shall in all instances govern and prevail.
5. Assignment. Grantee shall not assign or attempt to assign the Agreement, or any rights hereunder to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.
6. Notices. All notices, demands, request and notices under this Agreement by either party shall be hand-delivered or sent by United States Mail, registered or certified postage prepaid and addressed to the parties as follows:

Grantee: The Greater Mount Sinai Missionary Baptist Church No. 2
PO Box 3084
Compton, California 90220
ATTENTION: Pastor Calvin E. Cressel, Sr.

GRANTOR: Community Development Commission
Of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755
ATTENTION: Corde Carrillo, Director
Economic/Redevelopment Division

Notices, demands and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is hand-delivered or postmarked to the addresses shown above.

7. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.
8. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.
9. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.
10. Required Actions of Grantee and Grantor. Grantee and Grantor agree to execute all instruments and documents and to take all action as may be required in order to consummate the conveyance and acquisition herein contemplated.
11. Entire Agreement. This Agreement contains the entire Agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Grantor and Grantee.

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IN WITNESS WHEREOF, the Grantee, has caused this Agreement to be executed on its behalf by Pastor Calvin E. Cressel, Sr., thereof on the day, month, and year first written above. The Community Development Commission of the County of Los Angeles, by order of its Board of Commissioners, has caused this Agreement to be executed on its behalf by the Executive Director on the day, month, and year first written above.

GRANTEE

THE GREATER MOUNT SINAI MISSIONARY BAPTIST CHURCH #2

BY: _____

KALVIN E. CRESSEL, SR., Pastor

GRANTOR

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

By: _____

CARLOS JACKSON, Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By: _____

Deputy

EXHIBIT A

LEGAL DESCRIPTION

LOT 4, TRACT NO. 4472, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 48, PAGE 69, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THE SOUTHERLY 25 FEET OF LOT 3 OF SAID TRACT.

EXCEPTING TO THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY ALL OIL, GAS, HYDROCARBONS, OR OTHER MINERALS IN AND UNDER THE ABOVE DESCRIBED PARCEL OF LAND WITHOUT THE RIGHT OF SURFACE ENTRY FOR DEVELOPMENT THEREOF, BY DEED RECORDED DECEMBER 1, 1978, AS INSTRUMENT NO. 78-1337809.

EXHIBIT B
QUITCLAIM DEED

Recording Requested by:

The Greater Mount Sinai Missionary Baptist Church No. 2

After Recordation, Mail to:

The Greater Mount Sinai Missionary Baptist Church No. 2
PO Box 3084
Compton, California 90220

Assessor Parcel: 6147-023-900

QUITCLAIM DEED

For valuable consideration, the receipt of which is hereby acknowledged,

THE COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES, a public body, corporate, and politic, of the State of California (herein called "Grantor"), acting to carry out the Redevelopment Plan (herein called "Redevelopment Plan") for the Willowbrook Redevelopment Project, which was approved and adopted by the Board of Supervisors of the County of Los Angeles on September 15, 1977, by Ordinance No. 11,585, as amended, under the Community Redevelopment Law of the State of California, does hereby surrender, quitclaim, and release to The GREATER MOUNT SINAI MISSIONARY BAPTIST CHURCH NO. 2, a California non-profit organization (herein called "Grantee"), all of the Grantor's right, title and interest in and to the property (the "Property") described in the document attached hereto, labeled Exhibit A, and incorporated herein by this reference, subject to and Grantee to assume all taxes, interests, penalties and assessments of record, if any, and all covenants, conditions, restrictions, reservations, easements, rights and right-of-way of record, if any.

1. The Property is conveyed subject to the Redevelopment Plan and pursuant to a Purchase and Sale Agreement (the "Purchase and Sale Agreement") entered into by and between Grantor and Grantee.
2. The Grantee covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property or any part thereof, that the Grantee, its successors and assigns, shall maintain the Property and any improvements thereon, shall keep the Property free from any accumulation of debris or waste materials and shall maintain any landscaping in a healthy condition.

3. The Grantee covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of the Property.

All deeds, leases, or contracts made relative to the Property, the improvements thereon or any party thereof, shall contain or be subject to substantially the following nondiscrimination clauses:

- a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of the land herein conveyed. The foregoing covenants shall run with the land."
- b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the land herein leased, nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of the land herein leased."
- c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of the land."

4. The covenants contained in Paragraph 1 of this Quitclaim Deed shall remain in effect until the termination date of the Redevelopment Plan, as it may be amended from time to time.
5. The covenants in Paragraphs 2 and 3 of this Quitclaim Deed shall run with the land and remain in perpetuity.
6. In the event of any breach of any covenants contained in this Quitclaim Deed the Grantor, its successors and assigns, shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Quitclaim Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and assigns.
7. In the event of any express conflict between this Quitclaim Deed and the Purchase and Sale Agreement, the provisions of this Quitclaim Deed shall control.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized this _____ day of _____ 2006.

GRANTOR

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

By: _____
CARLOS JACKSON, Executive Director

APPROVED AS TO FORM:
Raymond G. Fortner, Jr.
County Counsel

By: _____
Deputy

GRANTEE

THE GREATER MOUNT SINAI MISSIONARY BAPTIST CHURCH No. 2

By: _____
KALVIN E. CRESSEL, SR., Pastor

State of California

County of Los Angeles

On _____, before me, _____, personally appeared, CARLOS JACKSON, Executive Director, Community Development Commission of the County of Los Angeles, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)
Notary Signature
State of California

State of California

County of Los Angeles

On _____, before me, _____, personally appeared, _____ (Name & Title) personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)
Notary Signature
State of California

EXHIBIT A

LEGAL DESCRIPTION

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EXCEPTING TO THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY ALL OIL, GAS, HYDROCARBONS, OR OTHER MINERALS IN AND UNDER THE ABOVE DESCRIBED PARCEL OF LAND WITHOUT THE RIGHT OF SURFACE ENTRY FOR DEVELOPMENT THEREOF, BY DEED RECORDED DECEMBER 1, 1978, AS INSTRUMENT NO. 78-1337809.

EXHIBIT C

LICENSE AGREEMENT

1. Grant of License. The Community Development Commission of the County of Los Angeles ("Licensor") hereby grants to The Greater Mount Sinai Missionary Baptist Church No. 2, a California non-profit organization ("Licensee") a temporary license (the "License") for the purpose of conducting Tests (as defined in Paragraph 3 below) on the property described by Exhibit A and incorporated into this License as if set forth herein in full (the "Property"), on the terms and conditions described herein.
2. This License shall expire without notice thirty (30) days after date of execution by the Licensor or upon termination of escrow by either party. The Licensor may at its sole discretion terminate this License at any time upon giving written notice to Licensee.
3. Purpose. Licensee, and its employees, agents and contractors, may make such tests, inspections, investigations, examinations, valuations, surveys and studies (collectively, the "Tests") necessary to determine the suitability of the Property for the purposes intended by Licensee.
4. Conditions of License.
 - a. All Tests shall be done at Licensee's sole cost and expense and in compliance with all applicable federal, state and local laws, ordinances, rules and regulations. Licensee shall obtain, at its sole cost and expense, any necessary governmental permits prior to conducting any Tests.
 - b. Promptly after conducting any Tests, Licensee, at its sole cost and expense, shall restore the Property to the condition which existed prior to making such Tests.
 - c. Except as may be required by law, Licensee (for itself and its employees, agents, consultants and subconsultants) covenants and agrees to keep the results of any Tests confidential, and shall not disclose the results of any Tests to any third party without the prior written consent of the undersigned.
 - d. The Licensee shall schedule Tests with the Economic Redevelopment Division of the Licensor and receive consent of the schedule from the Licensor prior to commencement of any and all Tests at the property.
 - e. The Licensee shall conduct any Tests at the property in a manner which will minimize any adverse impact to the building occupant operations and shall immediately cease any Tests at the direction of the Licensor representative.

5. Indemnity. Licensee hereby agrees to indemnify, defend and hold harmless the Licensors, the Housing Authority of the County of Los Angeles, and the County of Los Angeles, their elected and appointed officers, employees, and agents from and against any and all loss, claims, damage, liability and expenses of any kind or nature whatsoever arising out of any activity of Licensee and/or its employees, agents or contractors relating to any Tests (including, without limitation, any damage to the Property or the property of any other tenants or persons at the Property, or injury to persons, caused by Licensee and/or its employees, agents, consultants, or subconsultants).
6. Licensee Consultants/Subconsultants Insurance. Licensee shall insure that each of its contractors, subcontractors, consultants and subconsultants (collectively "Consultant") shall procure and maintain at Consultant's expense for the duration of this License the following insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by the Consultant, its agents, representatives, employees or subconsultants:
 - a. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Licensors, the Housing Authority of the County of Los Angeles, and the County of Los Angeles, their officials and employees, shall be covered as insureds with respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant.

Consultant shall procure and maintain at Consultant's expense for the duration of this License the following insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by the Consultant, its agents, representatives, employees or subconsultants:

- b. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than One Million Dollars [\$1,000,000] for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
 - c. WORKER'S COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

- d. Professional liability insurance in an amount not less than One Million Dollars [\$1,000,000] aggregate combined single limit covering each individual providing professional services under this License.

Licensee shall insure that each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Licensors.

Licensee shall insure that acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A:VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the Licensors.

Licensee shall insure that all coverage for subconsultants shall be subject to the requirements stated herein and shall be maintained at no expense to the Licensors.

Licensee shall insure that Consultant shall furnish the Licensors with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Failure on the part of the Consultant to procure or maintain insurance required by this License shall constitute a material breach of License by Licensee upon which the Licensors may immediately terminate this License.

7. Indemnification by Licensee Consultant. Licensee shall insure that Consultant shall indemnify, defend and hold harmless the Licensors, the Housing Authority of the County of Los Angeles, and the County of Los Angeles, their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Consultant's acts and/or omissions arising from and/or relating to this License.

8. Miscellaneous.

- a) This License shall be governed by and construed in accordance with the laws of the State of California.
- b) This License is the entire License between the Licensors and Licensee with respect to the License granted herein and supersedes all prior agreements between the parties with respect to the License. Any waiver or modification with respect to any provision of this License shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

9. Description of Property: 12329 South Wilmington Avenue
 Los Angeles, California 90222

Assessor Parcel Number: 6147-023-900

IN WITNESS WHEREOF, the Licensor and Licensee has executed this License through their duly authorized officers this _____ day of _____ 2006.

LICENSEE

THE GREATER MOUNT SINAI MISSIONARY BAPTIST CHURCH NO. 2

By _____
KALVIN E. CRESSEL, SR., Pastor

LICENSOR

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

By _____
CARLOS JACKSON, Executive Director

APPROVED AS TO FORM:
Raymond G. Fortner, Jr.
County Counsel

By _____
Deputy

EXHIBIT A

LEGAL DESCRIPTION

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EXCEPTING TO THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY ALL OIL, GAS, HYDROCARBONS, OR OTHER MINERALS IN AND UNDER THE ABOVE DESCRIBED PARCEL OF LAND WITHOUT THE RIGHT OF SURFACE ENTRY FOR DEVELOPMENT THEREOF, BY DEED RECORDED DECEMBER 1, 1978, AS INSTRUMENT NO. 78-1337809.

BUSINESS LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$220,000.00	09-26-2006	05-01-2016	E00004		E00004	IA	
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: Greater Mount Sinai Missionary Baptist Church #2
12317 S. Wilmington Ave
Compton, CA 90222

Lender: Community Development Commission of the County
of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

THIS BUSINESS LOAN AGREEMENT dated September 26, 2006, is made and executed between Greater Mount Sinai Missionary Baptist Church #2 ("Borrower") and Community Development Commission of the County of Los Angeles ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement ("Loan"). Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of September 26, 2006, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until May 1, 2016.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Borrower is a non-profit corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of California. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 12317 S. Wilmington Ave, Compton, CA 90222. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: **None.**

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of incorporation or organization, or bylaws, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage,

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treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify, shall survive the payment of the indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with the following:

Annual Statements. As soon as available, but in no event later than sixty (60) days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, compiled by a certified public accountant satisfactory to Lender.

Tax Returns. As soon as available, but in no event later than sixty (60) days after the applicable filing date for the tax reporting period ended, Federal and other governmental tax returns, prepared by a certified public accountant satisfactory to Lender.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

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Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Compliance Certificates. Unless waived in writing by Lender, provide Lender at least annually, with a certificate executed by Borrower's chief financial officer, or other officer or person acceptable to Lender, certifying that the representations and warranties set forth in this Agreement are true and correct as of the date of the certificate and further certifying that, as of the date of the certificate, no Event of Default exists under this Agreement.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

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Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

Right to Cure. If any default, other than a default on Indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be, after receiving written notice from Lender demanding cure of such default: (1) cure the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

EXHIBIT "A". An exhibit, titled "EXHIBIT "A" TO BUSINESS LOAN AGREEMENT," is attached to this Agreement and by this reference is made a part of this Agreement just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Agreement.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Arbitration. Borrower and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the Collateral, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Borrower and Lender agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of California.

Choice of Venue. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Los Angeles County, State of California.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such

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consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means Greater Mount Sinai Missionary Baptist Church #2 and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means Community Development Commission of the County of Los Angeles, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: E00004

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however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note executed by Greater Mount Sinai Missionary Baptist Church #2 in the principal amount of \$220,000.00 dated September 26, 2006, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED SEPTEMBER 26, 2006.

BORROWER:

GREATER MOUNT SINAI MISSIONARY BAPTIST CHURCH #2

By: _____
Kalvin E. Cressel, Sr., Pastor of Greater Mount
Sinai Missionary Baptist Church #2

LENDER:

COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES

By: _____
Authorized Signer

EXHIBIT "A" TO BUSINESS LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$220,000.00	09-26-2006	05-01-2016	E00004		E00004	IA	
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: Greater Mount Sinai Missionary Baptist Church #2
12317 S. Wilmington Ave
Compton, CA 90222

Lender: Community Development Commission of the County
of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

This EXHIBIT "A" TO BUSINESS LOAN AGREEMENT is attached to and by this reference is made a part of the Business Loan Agreement, dated September 26, 2006, and executed in connection with a loan or other financial accommodations between COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES and Greater Mount Sinai Missionary Baptist Church #2.

SECTION 1: PURPOSE

The proceeds of this loan are to be used for finance real estate acquisition.

SECTION 2: INSURANCE

In partial performance of the Borrower's obligations hereunder, the Borrower shall procure and maintain, at its cost, insurance that is consistent with customary practices and standards of companies engaged in similar businesses and in such amounts as is acceptable to Lender, from insurers admitted in California or having a minimum rating of or equivalent to A: VIII in Best's Insurance Guide:

(1) Comprehensive general liability insurance, including contractual liability, with combined single limit of at least One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (2,000,000) in the aggregate. Community Development Commission to be named as Loss Payee on all insurance policies (lien holders endorsement).

The Lender and its agents, officers and employees shall be additional insured with respect to liability arising from activities performed by or on behalf of the Borrower. Said insurance shall be primary insurance with respect to the Lender and shall be endorsed to require thirty (30) days prior written notice from insurer to the Lender before cancellation or change in coverage.

(2) "All Risk" property insurance, excluding earthquake until such time as it is available at commercially reasonable rates, including business interruption and extra expense, covering the full replacement value of real property and equipment utilized for the project. The Lender shall be additional insured under a standard lender's endorsement.

(3) Worker's Compensation insurance as required by the Labor Code of the State of California.

(4) Comprehensive Crime insurance, including Blanket Honesty coverage in an amount not less than Fifty Thousand Dollars (\$50,000) covering the dishonest or fraudulent acts of officers, directors and employees of the Borrower.

The Borrower shall deliver to the Lender Certificates of insurance with original endorsements evidencing the coverage required by this Agreement. A person authorized by the insurers to bind coverage on its behalf shall sign the certificates and endorsements. The Lender reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Lender and may provide for such deductibles or self-insured retention as may be acceptable to the Lender. In the event such insurance does provide for deductibles or self-insurance, the Borrower agrees that it will protect the Lender, its agents, officers and employees in the same manner as these interests would have been protected had full commercial insurance been in effect.

Failure on the part of the Borrower to procure or maintain required insurance within ten (10) days following receipt of written notice of such deficiency shall constitute a material breach of this Agreement pursuant to which the Lender may immediately terminate this Agreement and exercise all other rights and remedies set forth below or, at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Lender shall be repaid by the Borrower to the Lender upon demand including interest thereon at the lesser of ten percent (10%) or the maximum rate permitted by any usury laws applicable to the Lender.

SECTION 3: AFFIRMATIVE COVENANTS OF THE BORROWER

The Borrower agrees to comply with the following covenants from the date hereof until the Lender has been fully repaid with interest, unless the Lender shall otherwise consent in writing.

SECTION 4: PROVIDE CASH INJECTION

The Borrower agrees to provide equity funds to cover additional project costs incurred and any additional payment requests as a result of overruns or unanticipated expenses or changes in work orders.

SECTION 5: MAINTAIN EXISTENCE

The Borrower agrees to maintain its corporate existence, rights, privileges, and franchises within the State of California and qualify and remain qualified as a foreign or domestic corporation in each jurisdiction which its present or future operations or its ownership of property requires such qualification. Borrower agrees to remain in the County of Los Angeles as long as this loan is in effect. This loan may be called by Lender if Lender determines that Borrower relocated the business outside the County of Los Angeles.

SECTION 6: PROVIDE INFORMATION

The Borrower agrees to maintain adequate records and books of account in which complete entries will be made reflecting all of its business and financial transactions, such entries to be made in accordance with generally accepted principles of good accounting practice consistently applied in the case of financial transactions.

The Borrower further agrees to provide written notice to the Lender of any public hearing or meeting before an administrative or other public agency that may affect the chattel, personal property, or real estate securing the loan.

Lender may require Borrower to provide audited financial statements at its expense.

SECTION 7: CLOSING COSTS

The Borrower agrees to pay all fees, expenses, and charges in respect to the Loan, or its making or transfer to the Lender in any way connected therewith including, but not limited to, the fees and out-of-pocket expenses of legal counsel employed by the Lender, title insurance and survey costs, recording and filing fees, and any other taxes, fees, and expenses, payable in connection with closing this Loan.

SECTION 8: INDEMNIFICATION

The Borrower agrees to indemnify and save the Lender harmless against all liability with respect to, or resulting from, any delay in discharging any

**EXHIBIT "A" TO BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: E00004

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obligation of the Borrower.

SECTION 9: EXPENSES OF COLLECTION OR ENFORCEMENT

If suit, action, or effort is instituted or undertaken to collect, enforce, or preserve the Note, or part of the Note, or security for the Note, including but not limited to an action or effort arising from bankruptcy or similar proceeding, then the Borrower promises and agrees to pay all expenses, reasonably incurred by the holder of the Note in such suit, action, proceeding, or endeavor.

SECTION 10: AFFIRMATIVE ACTION

Borrower shall take affirmative action to ensure that the Project shall provide equal employment and career advancement opportunities for minorities and women and, to the greatest extent feasible, to provide opportunities for training and employment of lower income persons.

SECTION 11: ADDITIONAL INDEMNIFICATION

From and after the date that the Lender disburses any Loan proceeds to Borrower, Borrower agrees to and does hereby indemnify, defend and save harmless the Lender and its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees of counsel acceptable to the Lender, and claims (collectively, "Claims") for damages of any nature whatsoever, including, but not limited to, bodily injury, death personal injury or property damage arising from or connected with the loan, and including any workers' compensation suits, liability or expense arising from or in connection with services performed on behalf of Borrower by any person pursuant to this Agreement.

SECTION 12: AUDIT BY STATE AND FEDERAL AGENCIES

Borrower agrees that in the event this Agreement or the Loan is subjected to an audit, monitoring or other inspections by appropriate state and federal agencies, it shall be responsible for complying with such inspections and paying, on behalf of itself and the Lender, the full amount of liability to the funding agency resulting from such inspections, unless such liability is the result of actions of the Lender other than the funding of the Loan.

Borrower agrees to retain and provide access to any books, documents, papers, and records of the contractor for audit or examination, for three years after final payments and all other pending matters are closed. For Cities, County Departments, COMMISSION Divisions: [24 CFR 85.42] for Community-Based Organizations: [OMB Circular A-110, Attachment C]

SECTION 13: DISCRIMINATION

Borrower and the Lender agree that no person shall, on the ground of race, sex, creed, color, religion, national origin, handicapped, or age be excluded from participation in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by this Agreement. Borrower shall comply with all applicable regulations set for in 24 CFR 570.600-602, including without limitation, the requirement that Borrower comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and regulations at 24 CFR Part 1; Title I of the Housing and Community Development Act of 1974, Section 109 as amended and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and Executive Order 11246 and the regulations issued pursuant thereto (41 CFR Chapter 60), if applicable; and the requirements of the Americans With Disabilities Act of 1973 (42 U.S.C. 12101-12213, Rehabilitation Act of 1973, qualified handicapped individuals). Lender will monitor Borrowers compliance, as it may deem necessary.

SECTION 14: CONFLICT OF INTEREST

Borrower warrants that it nor any of its employees have any relationship by blood, marriage, law or business arrangement with the Lender, Lender's directors or its employees that would cause this agreement to be considered less than an "arms-length" transaction. No official or employee of the Lender shall be personally liable in the event of a breach of this Agreement by the Lender. : Section 570.611 of the CDBG Regulations [24 CFR 570] and [24 CFR 85.36 (b) (3)]. For Community-Based Organizations: [OMB Circular A-110, Attachment O, Section 3(a)].

SECTION 15: NOTICES

All notices to be given under this Agreement shall be in writing and shall be effective upon delivery or, if mailed, upon the first to occur of receipt or the expiration of forty-eight hours after deposit in first-class or certified United States Mail. Notices to Borrower shall be sent to the following address:

Pastor Calvin E. Cressel, Sr.
Greater Mount Sinai Missionary Baptist Church #2
12317 S. Wilmington Ave.
Compton, CA 90222

Notices, reports and Statements to the Lender shall be delivered or sent to the following address:

Community Development Commission
of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755
Attention: Manager Regional Economic Development

With a copy to:

Los Angeles County Counsel
Hall of Administration, Room 648
500 West Temple Street
Los Angeles, CA 90012
Attention: Eric Young, Esq.
Principal Deputy

Each party shall promptly notify the other party of any change(s) of address to which notice shall be sent pursuant to this Agreement.

SECTION 16: PROJECT ASSURANCES

The Borrower assures and certifies to the Lender, that the project:

1. Will comply with Title VI of the Civil Rights Act of 1964 (PL. 88-352) whereby no person in the United States (or their providers of goods or services) shall on the ground of race, color, or national origin be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under the program by which the Borrower receives federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
2. Will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where:
 - a. The primary purpose of the financial assistance is to provide employment; or
 - b. Discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the loan-aided activities.

EXHIBIT "A" TO BUSINESS LOAN AGREEMENT (Continued)

Loan No: E00004

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3. Will comply with Section 112 of Public Law 92-65 and Title III of Public Law 94-135 whereby the Borrower assures that no person in the United States shall on the ground of sex or of age be excluded from participating in, be denied the benefits of, or be otherwise subject to discrimination in connection with loan-aided activities.
4. Will comply with the flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, and approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
5. Will comply through the Lender with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 USC 469a-1 et seq.) by
 - a. Consulting with the state's Historic Preservation Officer on the conduct of investigation, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CAR Part 800.8) by the activity, and notifying the Lender of the existence of any such properties, and by
 - b. Complying with all requirements established by the Lender to avoid or mitigate adverse effects.
6. Borrower agrees that it will not use RLF funds to relocate jobs from another commuting area to the detriment of workers in the other commuting area. This loan may be called by Lender, if Lender determines that Borrower has used the RLF loan to relocate jobs from another commuting area or the economic activity financed is moved to another commuting area to the detriment of local workers or if is moved outside the eligible lending area.
7. Will assure that any building or facility financed in whole or in part by any funds provided under the program will be designed, constructed or altered so as to assure ready access to and use of such building or facility by the physically handicapped. This provision applies only to firms, which deal directly with the general public in the normal and usual course of their business, and to facilities in which business is customarily transacted by and with members of the general public.
8. Will assure that any building or facility financed in whole or in part of by any funds provided under the program will be designed, constructed or altered so as to comply with the Earthquake Hazards Reduction Act of 1977, (Public Law 95-124), as amended (42 U.S.C. 7704, et seq.) and Executive Order 12699, Seismic Safety of Federal and Federally-assisted or Regulated New Building Construction for the design of newly constructed buildings.
9. Will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project area not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify Lender of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
10. Will comply with all requirements imposed by the federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
11. Will comply with the Davis Bacon Act. As amended (40 U.S.C. 276a-276a-5). The Borrower shall comply, where applicable, with the Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 276 c; 18 U.S.C. 874).
12. Will not (i) deposit "Hazardous Materials" (as defined below) in, on or upon the Project Site, or (ii) permit the deposit of Hazardous Materials in, on or upon the Project Site. Further, the Borrower hereby assumes any and all liability arising in connection with any such deposit of Hazardous Materials; provided, that this sentence shall not be construed or understood to prohibit Borrower from allowing Hazardous Materials to be brought upon the Site so long as they are materials which are customary and common to the normal course of business and as long as such materials are used, stored and disposed of in accordance with all applicable governmental restrictions. Borrower agrees to indemnify, defend and hold Lender harmless from and against any claims respecting the presence of Hazardous Materials that are brought thereon by or on behalf of Borrower, its employees, agents or contractors.

For purposes of this Agreement, the term "Hazardous Materials" means, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyl or related or similar materials, asbestos or any other substance or material as may now or hereafter be defined as a hazardous or toxic substance by any federal, state or local environmental law, ordinance, rule or regulation, including, without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act (42 U.S.C. Section 6901 et seq.), (ii) the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), (iii) the Clean Air Act (42 U.S.C. Section 7401 et seq.), (iv) the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. Section 6902 et seq.), (v) the Toxic Substances Control Act (15 U.S.C. Section 2601-2629), (vi) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), (vii) the Carpenter-Preseley-Tanner Hazardous Substance Account Act (CA Health & Safety Code Section 25300 et seq.), (viii) the Hazardous Waste Control Law (CA Health & Safety Code Section 25100, et seq.), (ix) the Porter-Cologne Water Quality Control Act (CA Water and Toxic Enforcement Act of 1986, (XI) the Hazardous Materials Release Response Plans and Inventory (CA Health & Safety Code Section 25500 et seq.), (xii) the Air Resources Law (CA Health & Safety Code Section 39000 et seq.), or (xiii) in promulgated pursuant to the foregoing.

The undersigned Borrower certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of any agency, a Member of Congress, an officer or employee of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subjected to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

13. County Lobbyist Ordinance. Borrower and each County lobbyist or County lobbyist firm, as defined in Los Angeles County code Chapter 2.160 (County Ordinance 93-0031), retained by the Borrower, shall fully comply with the requirements as set forth in said County Code. The Borrower must also certify in writing that they are familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the Borrower

**EXHIBIT "A" TO BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: E00004

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will comply with the County Code.

Failure on the part of the Borrower and or Lobbyist to fully comply with the County Lobbyist requirements shall constitute a material breach of the contract upon which the Commission may immediately terminate this contract and the Borrower shall be liable for civil action.

Los Angeles County Code, Chapter 2.160 (County Ordinance 93-9931): Each person/firm submitting a response to this request for bid/proposal must certify in writing that such proposer and each County lobbyist and County lobbyist firm, as defined by Los Angeles County Code 2.160.010, retained by the proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code.

14. Federal Lobbyist Requirements. The Borrower is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments and HUD'S 24 Code of Federal Regulations (CFR) 87 (the "Federal Lobbyist Requirements"), from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

SECTION 17: COMMISSION'S QUALITY ASSURANCE PLAN

The COMMISSION or its agent will evaluate Borrower's performance under this Loan on not less than an annual basis. Such evaluation will include assessing Borrower's compliance with all Loan terms and performance standards. Borrower's deficiencies, which COMMISSION determines are severe or continuing, may place performance of the Loan in jeopardy if not corrected. Borrower will take improvement/corrective action measures. If improvement does not occur consistent with the corrective action measures, COMMISSION may terminate this Loan.

SECTION 18: BORROWER'S WARRANTY ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Borrower acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County or Commission through contract are in compliance with their court-ordered child, family and spousal obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance (County Code Chapter 2.200) and without limiting Borrower's duty under this Loan to comply with all applicable provisions of law, Borrower(s) warrant that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

SECTION 19: TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Borrower to maintain compliance with the requirements set forth in Section 18 Borrower's Warranty Adherence to County's Child Support Compliance Program shall constitute a default by Borrower under this Loan. Without limiting the right and remedies available to County or Commission under any other provision of this Loan, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the Commission may terminate this Loan.

SECTION 20: POST L.A.'S MOST WANTED PARENTS LIST

Borrower acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Borrower understands that it is County's policy to encourage all County Borrowers to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Borrower's place of business. District Attorney will supply Borrower with the poster to be used.

THIS EXHIBIT "A" TO BUSINESS LOAN AGREEMENT IS EXECUTED ON SEPTEMBER 26, 2006.

BORROWER:

GREATER MOUNT SINAI MISSIONARY BAPTIST CHURCH #2

By: _____
Kalvin E. Cressel, Sr., Pastor of Greater Mount
Sinai Missionary Baptist Church #2

LENDER:

COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES

By: _____
Authorized Signer